



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Lalitha Vaidyanathan; Confirmation No. 7527  
John Quinn; Ahmedulla  
Khaishgi; Cara Cherry-  
Lisco  
Serial No.: 09/504,159  
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Examiner: Janice A. Mooneyham  
Group Art Unit: 3629  
Docket No.: 1018-001US01  
Title: ELECTRONIC DISPUTE RESOLUTION SYSTEM

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By: 

Name: Patricia Cygan

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Commissioner for Patents  
Alexandria, VA 22313-1450

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SHUMAKER & SIEFFERT, P.A.  
8425 Seasons Parkway, Suite 105  
St. Paul, Minnesota 55125  
Telephone: 651.735.1100  
Facsimile: 651.735.1102



AP  
2/11/05

PATENT  
Docket No.: 1018-001US01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Lalitha Vaidyanathan et al.

Serial No.: 09/504,159

Art Unit: 3629

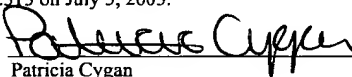
Filed: February 15, 2000

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For: ELECTRONIC DISPUTE RESOLUTION  
SYSTEM

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By:

  
Patricia Cygan

REPLY BRIEF TO EXAMINER'S ANSWER

Mail Stop Appeal Brief - Patents  
Commissioner for Patents  
P.O. Box 1450,  
Alexandria, VA 22313

Dear Sir:

This is a Reply Brief to the Examiner's Answer mailed May 5, 2005, the two-month period of response for which ending on July 5, 2005.

This Reply Brief is being submitted in triplicate. The small entity fee of \$250.00 for filing a brief in support of an appeal is enclosed. Please also charge any additional fees that may be required or credit any overpayment to Deposit Account No. 50-1778.

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### **REAL PARTY IN INTEREST**

The real party in interest is SquareTrade, Inc. of San Francisco, California.

### **RELATED APPEALS AND INTERFERENCES**

There are no related appeals or interferences.

### **STATUS OF CLAIMS**

Claims 1-17, 20-22, 25-31, 64-73, 93-100 and 108-117 are on appeal in this case. Claims 18-19, 23, 24, 32-63, 74 have been cancelled, and claims 75-92, 101-107 have been withdrawn.

Claims 1-10, 12-13, 15-17, 20-22, 25-27, 64-73, 93-99, 100, 109, 111-112, and 115-117 stand rejected under 35 U.S.C. 102(e) as being anticipated by Sloo (U.S. Patent 5,895,450).

Claims 11, 14, and 28-31 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Sloo as applied to claims 1 and 112, and further in view of Israel et al. (U. S. Patent 6,766,307) (hereafter "Israel").

Claims 110, 113 and 114 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Sloo as applied to claims 1 and 112, and further in view of Collins et al. (U. S. Publication No. 2002/0007362) (hereafter "Collins et al.").

Claim 108 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Sloo in view of Slaikeu (U. S. Publication No. 2001/0007106) (hereafter "Slaikeu").

### **STATUS OF AMENDMENTS**

No amendments have been filed subsequent to the Rejection mailed September 7, 2004 from which this Appeal has been made.

## **SUMMARY OF THE CLAIMED SUBJECT MATTER**

### **Response to Examiner's remarks**

In the Examiner's Answer, the Examiner disagreed with the summary of the claimed subject matter stating that the terminology "integrated" and "partner" do not appear anywhere in the body of the Appellant's claim language. Appellant disagrees.

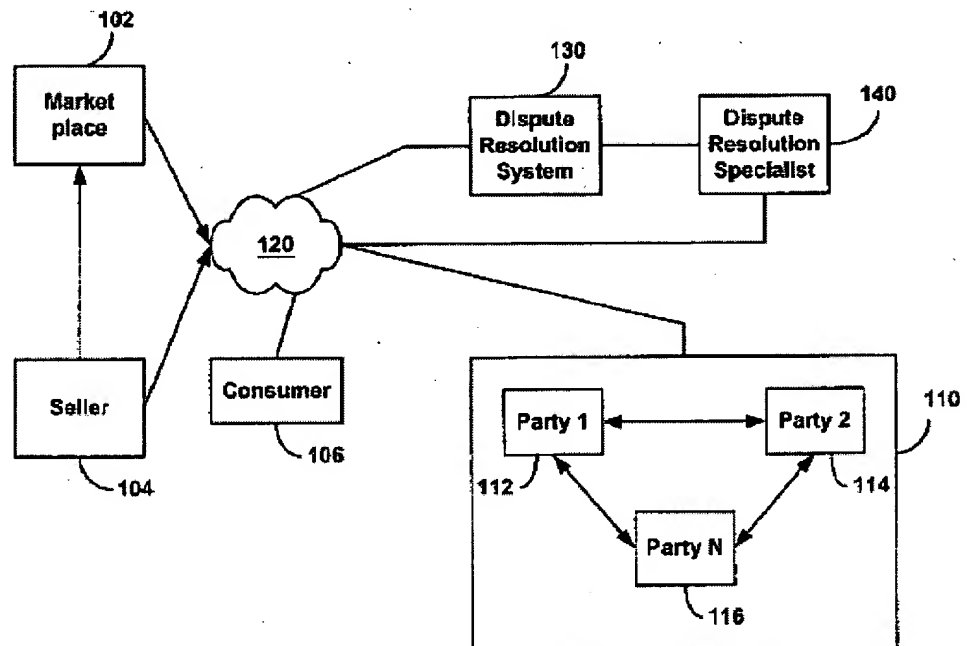
As discussed below, Appellant's independent claims 1 and 12 require specific structural and functional elements related to the integration of the online dispute system with partner systems, such as an online marketplace. For example, claim 1 specifically requires electronically receiving with the online dispute resolution system transaction data from an electronic marketplace, wherein the transaction data describes transactions within the marketplace. Similarly, claim 112 requires an online dispute resolution system that electronically receives transaction data from an electronic marketplace, the transaction data describing transactions within the electronic marketplace, and that the online dispute system provide status data back to the electronic marketplace. As yet another example, claim 111 requires automatically electronically communicating the transaction data between the database of the online dispute resolution system and the database of the electronic marketplace. The online marketplace is described extensively in the present application as a "partner" and having "partner data." Thus, Appellant's claims clearly require specific structural and functional elements related to the integration of the online dispute system with partner systems.

For this reason, the Summary of the Claimed Subject Matter is directed to an electronic dispute resolution system that is "integrated" with a partner system, such as an electronic marketplace for goods and services. The dispute resolution system is "integrated" with a partner system in the sense that electronic data can be directly shared between the systems. This integration may achieve certain advantages, such as increasing the efficiency of dispute resolution within high-volume environments. Further, specific information, such as status information for a marketplace participant, may be automatically shared between the systems, thereby allowing marketplace participants to achieve a greater degree of confidence when transacting or selecting a particular party with which to do business.

Figure 1 of the present application, shown below, illustrates one or more sellers 104 that offer their products and/or services to one or more consumers 106 at a

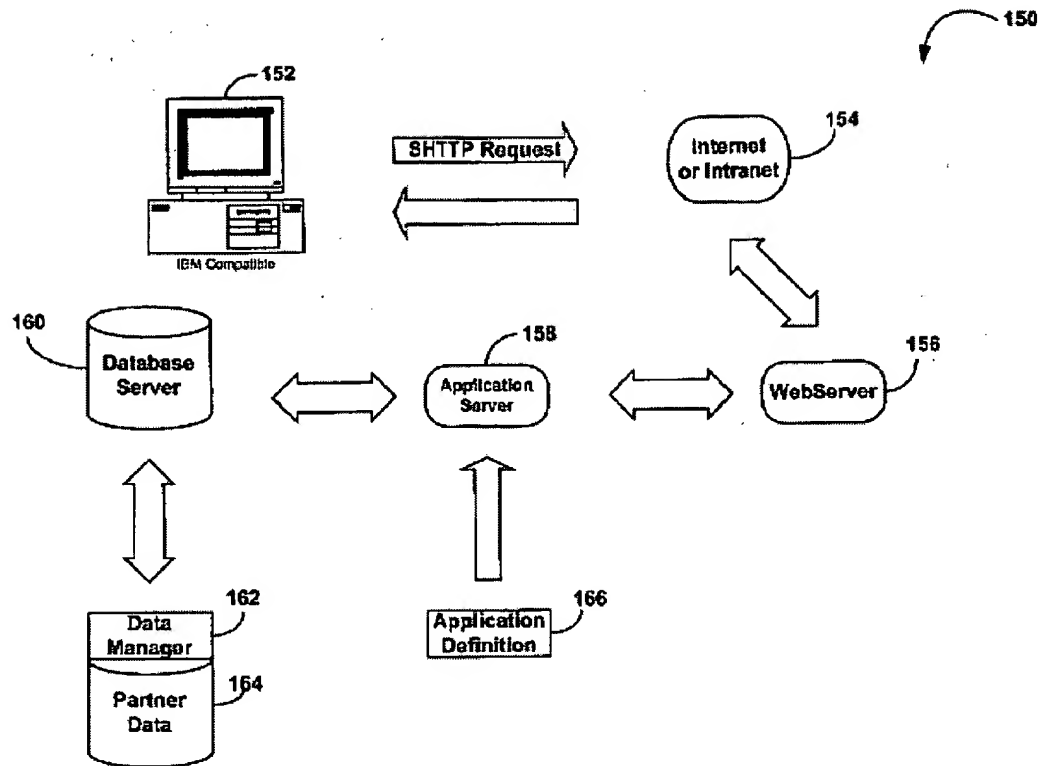
marketplace 102. One exemplary large-scale electronic marketplace on the Internet is eBay, located at [www.eBay.com](http://www.eBay.com).

Figure 1 also depicts a dispute resolution system 130 coupled to marketplace 102 by network 120. As described in detail in the present application, dispute resolution system 130 assists sellers 104 and consumers 106 in resolving disputes, e.g., disputes related to transactions that occur within marketplace 102.



**FIG. 1**

As illustrated in Figure 2B and described within the present application, the dispute resolution system 130 is “integrated” with marketplace 102 in that data is directly shared between the systems. For example, partner data 164 for relevant transactions in dispute can be electronically communicated from marketplace 102 to dispute resolution system 130 by way of data manager 162. In addition, specific information, such as status information, can be communicated from the dispute resolution system 130 to a database within marketplace 102.



**FIG. 2B**

As specific examples, paragraphs [0047] and [0048] of Appellants' application illustrate one exemplary embodiment of Appellants' claimed invention:

*[0047] The server 158 [of dispute resolution system 130] receives data from a set of remote objects that reside in the partner's system 166. The remote objects, which can be enterprise Java Beans, are provided to allow business partners of the system to integrate with the dispute resolution system. Both DCOM objects and Enterprise Java Beans models can be used. These objects provide functionality to receive and send specific information to the dispute resolution system 130. The objects will transparently deal with communication issues including server unavailability and performance.*

*Example functionality includes informing the dispute resolution system 130 of relevant partner transactions and allowing partners to query the dispute resolution system data such as the status of a specific marketplace seller 104.*

*[0048] The server 158 in turn communicates with a structured query language (SQL) server 160. The SQL server 160 also communicates with a data manager 162. The data manager 162 in turn communicates with one or more partner databases 164. Partners integrate with the system, by exposing*

*relevant functionality on their respective websites, for example, allowing customers [of the marketplace] to dispute a transaction. ...*

These exemplary paragraphs, as well as other sections of the present application, describe example embodiments in which a “partner system” (e.g., an online marketplace 102) may be “integrated” with dispute resolution system 130.

Two independent claims are presently on appeal: independent claim 1 and independent claim 112.

#### **Independent claim 1**

Independent claim 1 is directed to a method for resolving an electronic commerce dispute involving one or more parties. Independent claim 1 recites electronically providing access to an online dispute resolution system (130 of FIG. 1) to allow at least one of the parties (104 or 106) to initiate a filing of the dispute from an online marketplace (102). Independent claim 1 specifically recites electronically receiving with the online dispute resolution system (130) transaction data (see partner data 164 of FIG. 2) from the marketplace, wherein the transaction data describes transactions within the marketplace. Claim 1 further requires receiving from at least one of the parties information related to the dispute, and executing software with the online dispute resolution system to apply an online dispute resolution process that utilizes at least a portion of the transaction data from the market place and the information to assist the parties in resolving the dispute.

#### **Independent claim 112**

Independent claim 112 is directed to a system comprising an online dispute resolution system (130 of FIG. 1) that electronically receives transaction data (see partner data 164 of FIG. 2) from a marketplace (102) that provides a web-based community having buyers and sellers (104 and 106) of goods and services, the transaction data describing transactions within the electronic marketplace. Claim 112 further requires that the dispute resolution system execute software that utilizes the transaction data and applies a dispute resolution process to assist the buyers or sellers in resolving disputes relating to the transactions. In addition, claim 112 requires that the online dispute resolution system electronically provides status data (e.g., see [0047]) to the marketplace based on participation of the buyers or sellers within the online dispute resolution process.



### **GROUND OF REJECTION TO BE REVIEWED ON APPEAL**

Appellants submit the following three grounds of rejection to be reviewed on Appeal.

The first ground of rejection to be reviewed on appeal is the rejection of claims 1-10, 12-13, 15-17, 20-22, 25-27, 64-73, 93-99, 100, 109, 111-112, and 115-117 under 35 U.S.C. 102(e) as being anticipated by Sloo.

The second ground of rejection to be reviewed on appeal is the rejection of claims 30 and 31 under 35 U.S.C. § 103(a) as being unpatentable over Sloo in view of Israel.

The third ground of rejection to be reviewed on appeal is the rejection of claims 110 and 113 under 35 U.S.C. § 103(a) as being unpatentable over Sloo in view of Collins.

The fourth ground of rejection to be reviewed on appeal is the rejection of claim 108 under 35 U.S.C. § 103(a) as being unpatentable over Sloo in view of Slaikau.

## ARGUMENTS

In the Office Action, the Examiner rejected Appellants' claims 1-10, 12-13, 15-17, 20-22, 25-27, 64-73, 93-99, 100, 109, 111-112, and 115-117 under 35 U.S.C. § 102(e) as being anticipated by Sloo. In addition, the Examiner rejected claims 11, 14 and 28-31 under 35 U.S.C. 103(a) as being unpatentable over Sloo as applied in view of Israel. The Examiner rejected claims 110, 113 and 114 under 35 U.S.C. 103(a) as being unpatentable over Sloo in view of Collins, and rejected claim 108 under 35 U.S.C. 103(a) as being unpatentable over Sloo in view of Slaikeu (US 2001/0007106).

The cited references fail to disclose or suggest the feature defined by Appellants' claims, and provide no teaching that would have suggested the desirability of modification to arrive at the claimed invention. Therefore, Appellants respectfully request that all rejections be reversed by the Board. Appellants address the references and the specific rejections in greater detail below.

### **The Sloo reference (U.S. Patent 5,895,450)**

Sloo describes a computer-based apparatus for handling complaints.<sup>1</sup> As illustrated in Figure 1, the Sloo complaint-handling apparatus includes a central computer 12 and a plurality of access terminals 14 coupled with the central computer by a communications network 16. Complainants electronically access a central computer 12 via access terminals 14 to lodge complaints.<sup>2</sup> The access terminals 14 receive complaints and responses from the users, deliver them to the central computer 12, and receive transmissions from the central computer.<sup>3</sup>

Sloo makes clear that a complainant manually enters all relevant data when electronically lodging a complaint. For example, Sloo states:

*FIG. 3 illustrates the "Register a Complaint" routine of the program and method. This portion of the program begins at step 300 where it displays or transmits instructions or information to the user at the appropriate access terminal 14. The program then prompts the user to enter identifying information in step 302 and creates a data record that is used to store the particular complaint, response, and other information relating to the complaint. ...*

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<sup>1</sup> Summary

<sup>2</sup> Sloo at col. 3, ll. 8-10.

<sup>3</sup> Id at col. 3, ll. 18-20

*The program prompts **the user** to enter his or her complaint in step 306 and stores the complaint in the data record created in step 302 above. The program preferably prompts **the user or complainant** to enter a detailed complaint, the action the user requests to resolve the complaint or dispute, an abbreviated description of the complaint such as several key words summarizing the complaint, the user's phone number and e-mail address, and a personal "complaint resolved" password.<sup>4</sup>*

Once a complaint is lodged, the Sloo system allows a "subject" to manually enter any response information. For example, Sloo states:

*If the user selected the "Register a Response" option in step 212 of FIG. 2, the program moves to the steps illustrated in FIG. 5. This portion of the program permits a **subject** to respond to a complaint issued against it. ...*

*The registration of a response begins at step 500 which provides initial information to the **subject** such as instructions on how to register a response. The program then prompts the **subject** to enter the private e-mail address or password that was created during the registration of the complaint determines whether the entered e-mail address is correct in steps 502 and 504. Since only the complainant and the subject are provided with this private e-mail address, only the **subject** of the complaint can enter a response to the complaint.<sup>5</sup>*

Sloo also makes clear that the respondent must manually enter the response data, either by electronic mail, conventional postal service, facsimile or voice:

*The subject may respond to the complaint by entering information in one of the access terminals and e-mailing or transmitting the information to the central computer by way of the communications network or may mail or fax its response via conventional postal service mail or facsimile service. In the latter case, the response is optically scanned, optical character recognized, and transferred to the memory of central computer. Alternatively, the subject may provide an oral response to the complaint that is entered into the complaint handling apparatus by a voice recognition device. Finally, the program posts selected portions of the response along with the selected portions of the complaint in the public record as depicted by step 516.<sup>6</sup>*

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<sup>4</sup> Id at col. 4, ll. 45-51 (emphasis added).

<sup>5</sup> Id at col. 5, ln. 66 - col. 6, ln. 14 (emphasis added).

<sup>6</sup> Id at col. 6, ln. 55-67.

The central computer of the Sloo system is programmed to store the complaint and response data provided by the parties, and negotiate settlements to the complaints by several means. Once the disputes are resolved, the settlements or judgments are stored along with their respective complaints and responses in the data records.<sup>7</sup>

**The Israel reference (U.S. Patent 6,766,307)**

Israel describes a network system that enables adverse parties to conduct and manage a complete non-judicial dispute resolution. The invention is described as a computer-based system to benefit an “organization such as an insurance company and/or claims department and/or law firm which handles many (and varied) disputes on behalf of one or more parties.” Israel et al does states that the dispute resolution system may be accessed by selecting a link (e.g., a URL) from a website of another entity. In particular, Israel describes how conventional universal resource locators (URLs) or other indicator can be used to instruct a web browser to “seek out” a web page of the Israel dispute resolution system. In other words, a user may be directed to the Israel dispute resolution system via a link from a different web site.<sup>8</sup>

Similar to Sloo, Israel makes clear that, after being directed to the Israel dispute resolution system, the parties manually enter all data describing a dispute via a web browser. For example, Israel states:

*A party can access the inventive system by connecting with it electronically such as, for example, through a web site maintained on the internet. ... Thus, a party inputs data corresponding to a non-judicial dispute resolution, the system sorts, organizes and compiles the data, and enables the party to avail itself of a full range of non-judicial dispute resolution procedures. The system also allows users of the system to organize data corresponding to multiple disputes, manage that data into a form selected by the user, and generate reports based on the data from one or more disputes that have been input into the system to which they are a party. In a preferred embodiment, the present system allows parties to disputes to effectively and*

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<sup>7</sup> Id at Summary.

<sup>8</sup> Id at col. 8, ln. 58 through col. 9, ln. 15

*efficiently input, sort, organize and manage the data corresponding to disputes, and resolve disputes via the internet. (emphasis added).*<sup>9</sup>

**The Collins reference (U.S. Patent Application 2002/0007362)**

Collins describes a network apparatus for facilitating agreement between parties. Similar to Sloo and Israel, Collins makes clear that the parties manually enter all data describing a situation. For example, Collins states:

*Party A initiates a negotiation session by connecting with the central server 120 and providing data to the central server 120 concerning the nature of the situation and the identity of Party B. Party B is then contacted by the central server 120 and asked to engage in the negotiation. If Party B accepts, each of Party A and Party B sends position data over the network to the central server 120. The data sent by the parties may include, for example, information defining the situation and desired resolutions, but the data is not limited to these types of information. Multiple issues may be presented by both parties in their position data.*<sup>10</sup>

**The Slaikeu reference (U.S. Patent Application 2001/0007106)**

Slaikeu describes an expert system for the analysis of conflict handling procedures.<sup>11</sup> In particular, templates are described for gathering existing organizational conflict handling procedures. The templates yield recommendations for modification to the procedures.<sup>12</sup> Slaikeu does not describe any form of an electronic dispute resolution system that assists parties in handling actual disputes, let alone an electronic dispute resolution system that is integrated with a partner system, such as an electronic marketplace for goods and services.

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<sup>9</sup> Israel at col. 1, ln. 43 - col. 2, ln. 10.

<sup>10</sup> Collins at [0042]

<sup>11</sup> Abstract

<sup>12</sup> Id.

**The First Ground of Rejection to be Reviewed**  
**on Appeal (Claims 1-10, 12-13, 15-17, 20-22, 25-27, 64-73, 93-99, 100, 109, 111-112, and 115-117)**

In the Office Action, the Examiner rejected claims 1-10, 12-13, 15-17, 20-22, 25-27, 64-73, 93-99, 100, 109, 111-112, and 115-117 under 35 U.S.C. 102(e) as being anticipated by Sloo. Appellants respectfully request reversal of these rejections. Sloo fails to disclose each and every feature of the claimed invention, as required by 35 U.S.C. § 102, and provides no teaching that would have suggested the desirability of modification to include such features.

In order to support an anticipation rejection under 35 U.S.C. § 102(e), it is well established that a prior art reference must disclose each and every element of a claim. This well known rule of law is commonly referred to as the “all-elements rule.”<sup>13</sup> If a prior art reference fails to disclose any element of a claim, then rejection under 35 U.S.C. § 102(e) is improper.<sup>14</sup>

**Response to the Examiner’s Answer with respect to independent claims 1 and 112**

The Examiner’s Answer made clear that the Examiner correctly recognizes that the Sloo system is a stand-alone, computer-based complaint handling system that requires individual users to manually provide all information related to a dispute. The Examiner’s argument set forth in the Examiner’s Answer is entirely based on the premise that individuals or entities separately and manually accessing the Sloo complaint handling system may have been previously involved in some form of commerce. Specifically, on pg. 17-18, the Examiner states “the users of the apparatus who file complaints may include individuals, business, organizations or other entities and the complaints may related to goods, classes of goods, services ...”

On this reasoning alone the Examiner cites Sloo as anticipating Appellant’s claim requirements. Appellant strongly disagrees. The mere fact that an individual or entity submitting a complaint to the standalone Sloo system may have been previously

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<sup>13</sup> See *Hybritech Inc. v. Monoclonal Antibodies, Inc.*, 802 F.2d 1367, 231 USPQ 81 (CAFC 1986) (“it is axiomatic that for prior art to anticipate under 102 it has to meet every element of the claimed invention”).

<sup>14</sup> *Id.* See also *Lewmar Marine, Inc. v. Bariant, Inc.* 827 F.2d 744, 3 USPQ2d 1766 (CAFC 1987); *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (CAFC 1990); *C.R. Bard, Inc. v. MP Systems, Inc.*, 157 F.3d 1340, 48 USPQ2d 1225 (CAFC 1998); *Oney v. Ratliff*, 182 F.3d 893, 51 USPQ2d 1697 (CAFC 1999); *Apple Computer, Inc. v. Articulate Systems, Inc.*, 234 F.3d 14, 57 USPQ2d 1057 (CAFC 2000).

involved in some form of commerce is fundamentally different from Appellant's claim requirement that disputes can be initiated from an online marketplace itself (electronically providing access to an online dispute resolution system to allow at least one of the parties to initiate a filing of the dispute from an online marketplace, as required by claim 1). Furthermore, this is fundamentally different from the requirement that transaction data is actually provided from the online marketplace itself to the online dispute system (electronically receiving with the online dispute resolution system transaction data from the marketplace, wherein the transaction data describes transactions within the marketplace, as further required by claim 1). The Examiner is basically arguing that an individual previously involved in commerce manually entering data directly into the Sloo complaint system is the same as receiving transaction data from the online marketplace itself, which is incorrect.

As one illustrative example, at pg. 21 of the Examiner's Answer, the Examiner states that "electronically receiving data" would include data entered manually and transmitted through a communication network. Again the Examiner overlooks the claim requirements that disputes can be initiated from an online marketplace itself and that transaction data is actually provided from the electronic marketplace itself to the online dispute system.

With respect to claim 112, the Examiner answer failed to even address certain fundamental elements of Appellant's claims. For example, on pg. 21, the Examiner argues that Sloo describes a complaint handling apparatus that receives transaction data. The Examiner failed to consider the explicit structural requirement of an online dispute resolution system that electronically receives transaction data from a marketplace that provides a web-based community having buyers and sellers of goods and services. Claim 112, specifically states that the marketplace provides a web-based community of buyers and sellers, and that the online dispute resolution system receive the transaction data from that marketplace that provides the environment. Thus, the Examiner's reading of Appellant's claim 112 on the standalone Sloo system that requires manual access and entry of transaction data is unreasonable.

For at least these reasons, Appellant maintains that Sloo fails to teach or suggest many of the required elements of Appellants' claim 1. For example, Sloo fails to teach or suggest electronically providing access to an online dispute resolution system to allow at least one of the parties to initiate a filing of the dispute from an online marketplace. Moreover, Sloo fails to teach or suggest electronically receiving with the online dispute resolution system transaction data from the marketplace, wherein the transaction data describes transactions within the marketplace. Further, Sloo fails to teach or suggest executing software with the online dispute resolution system to apply an online dispute resolution process that utilizes at least a portion of the transaction data from the marketplace and the information to assist the parties in resolving the dispute.

Rather, Sloo merely describes a stand-alone, computer-based complaint handling system. Sloo makes clear that individual users manually provide all information related to a dispute. For example, as described in detail above, Sloo makes clear that a complainant manually enters all data when electronically lodging a complaint. Sloo makes equally clear that the respondent manually enters all relevant response data.

In contrast, as discussed above, the present application describes and claims embodiments in which an online dispute resolution system may be integrated with a "partner system" (e.g., an online marketplace as described in the present application). In particular, the partner system may automatically share specific information of relevant partner transactions related to the dispute. This is one manner in which the invention may achieve advantages over the prior art.

In rejecting Appellants' claim 1, the Examiner cited Figures 3-9 and column 2, ll. 7-20 of Sloo. However, contrary to the Examiner's assertion, Figures 3-9 serve to illustrate the stand-alone nature of the Sloo system and, as described above, the requirement that the parties provide all complaint and response data. Nowhere does Sloo teach or suggest the electronic integration of an online marketplace with a dispute resolution system and, more specifically, electronically receiving with the online dispute resolution system transaction data from the marketplace, and executing software with the online dispute resolution system to apply an online dispute resolution process that utilizes at least a portion of the transaction data from the marketplace and the information to assist the parties in resolving the dispute. In view



of these fundamental differences, Sloo cannot support a prima facie case of anticipation.

Similarly, with respect to independent claim 112, Sloo fails to teach or suggest an online dispute resolution system that electronically receives transaction data from a marketplace that provides a web-based community having buyers and sellers of goods and services, the transaction data describing transactions within the electronic marketplace. Sloo fails to teach or suggest a dispute resolution system that executes software that utilizes the transaction data and applies a dispute resolution process to assist the buyers or sellers in resolving disputes relating to the transactions.

As set forth above, Sloo describes a stand-alone, computer system that requires the parties to provide all relevant data when lodging or responding to a complaint. Nowhere does Sloo teach or suggest an integrated system in which an online dispute resolution system receives transaction data from a marketplace and utilizes the transaction data to assist buyers and sellers in resolving disputes, as required by Appellants' claim 112.

Further, the Examiner has disregarded the additional requirement of Appellants' claim 112 that the online dispute resolution system electronically provide status data back to the marketplace based on participation of the buyers or sellers within the online dispute resolution process. The Examiner has not even addressed this requirement. Sloo fails to describe an online dispute resolution system that electronically provides any information to an online marketplace, let alone status data based on participation of the buyers or sellers within the online dispute resolution process.

#### **Response to the Examiner's Answer with respect to dependent claims 111 and 115**

In the Examiner's Answer, the Examiner states that Appellant's claims are anticipated by Sloo's description of the manual data entry by individuals and the subsequent transmission of that data from the user's terminal to a central computer. Specifically, the Examiner argues that this manual entry and subsequent transmission anticipates Appellant's requirement of automatically electronically communicating transaction data between a database of the online dispute resolution system and a

database of the electronic marketplace. The Examiner's argument is unreasonable for at least two reasons.

First, manual entry by an individual does not teach or suggest the automatic electronic communication of transaction data. The American Heritage dictionary defines the term automatic as "acting or operating in a manner essentially independent of external influence or control."<sup>15</sup> Thus, by no means can the claim requirement of automatically electronically communicating transaction data be reasonably construed so as to include manual entry of transaction data directly into the Sloo complaint handling system, as asserted by the Examiner in her reply.

Second, the Examiner states that "each access terminal includes conventional memory (databases) .." Thus, the Examiner appears to be misconstruing Sloo's access terminals that provide an interface for manual data entry as some form of database for automatic electronic communication to an online dispute resolution system. This is incorrect. Conventional memory is not a database, and an access terminal that provides a user interface to manually receive data is fundamentally different from an automatic electronic database transfer between systems, as required by claim 111.

For at least these reasons, Appellant maintains that Sloo fails to teach or suggest many elements of Appellants' dependent claims. For example, Sloo fails to teach or suggest automatically electronically communicating the transaction data between a database of the online dispute resolution system and a database of the electronic marketplace, as required by claim 111.

In rejecting claim 111, the Examiner relies on Sloo at col. 6, ll. 55-65. In rejecting claim 115, the Examiner again relies on Sloo at col. 6, ll. 55-65. However, as thoroughly discussed above, this portion of Sloo makes clear that the "subject" (i.e., respondent) manually enters all relevant response data, either by electronic mail, conventional postal service, facsimile or voice message:

*The subject may respond to the complaint by entering information in one of the access terminals and e-mailing or transmitting the information to the central computer by way of the communications network or may mail or fax its response via conventional postal service mail or facsimile service. In*

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<sup>15</sup> The American Heritage® Dictionary of the English Language, Fourth Edition.

*the latter case, the response is optically scanned, optical character recognized, and transferred to the memory of central computer. Alternatively, the subject may provide an oral response to the complaint that is entered into the complaint handling apparatus by a voice recognition device. Finally, the program posts selected portions of the response along with the selected portions of the complaint in the public record as depicted by step 516.<sup>16</sup>*

Consequently, the Examiner is clearly erroneous in asserting that Sloo describes automatically electronically communicating the transaction data between the database of the online dispute resolution system and the database of the electronic marketplace, as required by claim 111. Similarly, the Examiner is in error in asserting that Sloo describes an online dispute resolution system that comprises a data manager software application to automatically communicate data between a database of the online dispute resolution system and a database of the electronic marketplace, as required by claim 115.

**Response to the Examiner's Answer with respect to dependent claims 2 and 64**

Neither in the previous Office Action nor in the Examiner's Answer did the Examiner point to any particular disclosure in Sloo that suggest a database to store facts and outcomes of previously resolved disputes, and a server that compares case information to the facts of previously resolved disputes stored by the database to produce a result for use in selection of a mode of resolving the dispute. In other words, there's no teach or suggestion of a system in which the mode of resolution itself is selected based on a database of previous facts and outcomes. The Examiner's Answer merely points to separate modes of the Sloo system, i.e., the description that Sloo may use artificial intelligence to be "automated" or that a judge or jury may be used. Again, the Examiner has failed to address the particular requirement that the mode of resolution itself is selected based on a database of previous facts and outcomes.

As described in the present application, Appellants' online dispute resolution system may support a number of modes to assist the parties in resolving the dispute, including by providing an online environment for direct dispute resolution by the parties or by utilizing a dispute resolution specialist.

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<sup>16</sup> Id at col.6, ln. 55-67.

In a previous Office Action dated September 12, 2003, the previous Examiner correctly recognized and admitted on the record that Sloo fails to disclose automatically selecting one of two modes of resolving the dispute based on the result from a case-based reasoning system, as required by claim 2. Similarly, in that Office Action, the previous Examiner correctly recognized and admitted on the record that Sloo does not disclose a database to store facts and outcomes of previously resolved disputes, and a server that compares case information to the facts of previously resolved disputes stored by the database to produce a result for use in selection of a mode of resolving the dispute, as required by claim 64.

Nevertheless, in the recent Office Action dated September 04, 2004, the current Examiner arbitrarily rejected the Appellants' claim 2 and 64 under 102(e) in view of Sloo even though this rejection has been previously addressed and overcome.<sup>17</sup> In rejecting claims 2 and 64, the Examiner cited Sloo at col. 13, ln. 50 – col. 14, ln. 16. However, the portion of Sloo cited by the Examiner does not describe automatically selecting a mode for the parties to resolve a dispute with an online dispute resolution system.

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<sup>17</sup> See Office Action dated April 25, 2002 and response thereto.

In contrast, Sloo describes science fiction-like mechanisms that seek to modify actual behavior of individuals with respect to real-world “objects” with which they interact. According to Sloo, each individual would physically wear a device to record his or her interactions with the objects, and the complaint-handing system would suggest the “best” behavior when interacting with the object based on previously recorded interactions and participant satisfaction. This attempt to modify behavior is irrelevant to Appellants’ claim requirements for automatic selection of a mode for resolution of a dispute, and the Examiner was previously correct when admitting that Sloo fails to disclose the elements of claims 2 and 64.

For at least these reasons, Appellants respectfully submit that claims 1-10, 12-13, 15-17, 20-22, 25-27, 64-73, 93-99, 100, 109, 111-112 and 115-117 are in condition for allowance and respectfully request reversal of the rejections under 35 U.S.C. § 102(e).

**The Second Ground of Rejection to be Reviewed  
on Appeal (Claims 30-31)**

In the Office Action, the Examiner rejected claims 30-31 under 35 U.S.C. 103(a) as being unpatentable over Sloo in view of Israel (US 6,766,307).

To establish a prima facie case of obviousness, three basic criteria must be met. First, the prior art reference or references when combined must teach or suggest each and every claim limitation. Second there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Finally, there must be a reasonable expectation of success.<sup>18</sup> The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on Appellants’ disclosure. The reasoning set forth by the Examiner fails these well-established criteria. Accordingly, Appellants respectfully request reversal of the rejection under 35 U.S.C. 103(a) for the reasons set forth herein.

**Response to the Examiner’s Answer with respect to claims 30 and 31**

In response to the Examiner’s Answer, the Appellant submits the following three arguments:

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<sup>18</sup> See MPEP 706.02(j) quoting In re Vaick, 947 F2d 488, 20 USPQ2d 1438 (Fed Cir. 1991).

(1) In the Examiner's Answer, the Examiner correctly acknowledges that the Office failed to consider the 132 declaration submitted by the Applicant. However, without providing any factual bases or supporting case law, the Examiner states that any declaration by the declarant would be per se biased. This is prejudicial action by the Examiner is erroneous. Moreover, the declarant provided numerous facts evidencing the significant success and magnitude of disputes (50,000 per month) handled by SquareTrade as the first commercial online dispute resolution system to integrate with an online marketplace, eBay (the world's largest online marketplace). As illustrated by the declarant, these facts of commercial success are directly linked to the subject matter in the claim language, in particular the claim language discussed above. Finally, the Examiner's statement that "the Appellant has failed to provide any objective evidence supporting patentability of the invention" is incorrect in view of the plain facts set forth with the declaration that illustrate both commercial success and industry recognized innovation of the invention. The nature and considerable amount of evidence and secondary considerations offered in the submitted declaration is directly relevant to the issue of non-obviousness before the Examiner. The Examiner failed to give "substantial weight" to this evidence, as set forth by the Supreme Court.

(2) As pointed out to the Examiner in a continuation of the present application (Ser. No. 10/672,136), the Examiner has erroneously relied on subject matter in Israel that does not qualify as prior art under 102(e). The present application was filed February 15, 2000. Israel was filed May 11, 2000, which is nearly three months after Appellant's priority date of February 15, 2000, but claims priority to six U.S. provisional applications filed prior to the priority date of the present application.

The Israel priority applications fail to even mention the subject matter on which the Examiner bases her arguments. In fact, the Israel priority applications fail to properly support much of the subject matter described in Israel. As a result, the subject matter relied upon by the Examiner as the basis for the 102(e) rejection was first filed in a U.S. patent application after the priority date of the present application. Thus, in accordance with MPEP 2136.03, the Examiner erroneously based the rejection under 102(e) on subject matter that does not qualify as prior art.

Consequently, as further discussed below with respect to each claim, the 102(e) rejection must be withdrawn.

As one example, with respect to claim 30, the Examiner argument relies almost exclusively on Israel's description on col. 8, ln. 58 – col. 9, ll. 15 that describes the use of a "hot link" within another website as a means to direct users to the Israel dispute resolution system. None of this disclosure is contained within the Israel priority documents. As a result, the Examiner's rejection of claim 30 is in error.

(3) The Examiner is erroneous that Israel's description of a "hot link", which is a conventional URL, anticipates Appellant's requirements of communicating membership data from the online dispute resolution system to the marketplace, and automatically showing a visual indicia within the marketplace to indicate the availability of the dispute resolution system and the membership of buyers or sellers in the dispute resolution process. Israel at col. 8, ln. 58 through col. 9, ln. 15, which states:

*Further, the system of the present invention can be accessed by providing a "hot link" embedded within the web site of another entity. With this arrangement, a user, who is actively viewing the web site of another entity, can easily select the "hot link" corresponding to the present system. A "hot link" as defined in the present invention can be an embedded URL code or other indication means which, with its selection, instructs the web browser of the user to seek out a specified web page(s) which interact with the present system. This "hot link" feature is especially useful when the web site of another entity is engaged in a business where disputes may occur, such as, for example, a web site which sells goods or services. The purchaser, vendor or web site entity itself may wish to provide access to the present system via a "hot link" as an avenue for submitting, organizing and managing the data related to the dispute, and for possibly conducting an on-line settlement of that dispute. The management capabilities of the present system with relation to organizing, sorting and compiling the data relating to disputes will be useful for web site entities in tracking and reporting the disputes that have arisen out of activities originating from their web site. The reporting and organizing of this data will enable the web sites to determine if problems exist with any one particular customer or vendor and their goods or services.*

In this section, however, Israel merely describes that an online dispute resolution system may be accessed by a link (e.g., a URL) from another entity. The “hot link” is described as a URL or other indicator that instructs a web browser to “seek out” a web page to access the dispute resolution system. In other words, a user may be directed to the Israel dispute resolution system via a link from a different web site.

These passages of Israel, as well as Figures 1-4, serve to illustrate the stand-alone nature of the Israel system. The Israel invention is focused on benefiting an “organization such as an insurance company and/or claims department and/or law firm which handles many (and varied) disputes on behalf of one or more parties.” Contrary to the Examiner’s assertion, Israel makes no mention of communicating membership data from the online dispute resolution system to the electronic marketplace whatsoever, as required by claim 30. Further, Sloo in view of Israel fails to teach or suggest automatically showing a visual indicia within the marketplace to indicate the membership of buyers or sellers in the dispute resolution process. To the contrary, the static URL mentioned by Israel is not automatically controlled and fails to provide any indication as to actual membership of specific buyers and sellers in the dispute resolution system, as further required by claim 30.

Similarly, contrary to the Examiner’s assertion, Israel et al fails to teach or suggest automatically showing the visual indicia within the marketplace as a medallion that is a visible symbol of trust to increase the confidence of the buyers or the sellers in executing transactions within the marketplace, as required by Appellants claim 31.

For at least the reasons set forth above, and in view of the evidence of secondary considerations, Appellants respectfully request reversal of the rejections of claims 30 and 31 under 35 U.S.C. § 103.

**The Third Ground of Rejection to be Reviewed**  
**on Appeal (Claims 110 and 113)**

In the Examiner’s Answer, the Examiner failed to respond to Appellant’s argument that none of the references teach or suggest automatically initiating enrollment in an online dispute resolution system in response to requests received



from an online marketplace. Instead, the Examiner states that the Appellant attacks the references individually. Appellant disagrees with the Examiner's interpretation of Appellant's arguments. To the contrary, the Appellant argues none of the cited prior art, either singularly or in combination, teach or suggest automatically initiating enrollment in an online dispute resolution system in response to requests received from an online marketplace.

As established above, Sloo describes a manual, standalone system. Collins merely describes a stand-alone registration process in which the parties interact directly with the Collins agreement system. Consequently, Sloo in view of Collins fails to teach or suggest automatically initiating enrollment in an online dispute resolution system in response to requests received from an online marketplace.

For at least these reasons, respectfully request reversal of the rejection of claims 110 and 113 under 35 U.S.C. 103(a) as being unpatentable over Sloo in view of Collins et al. (US 2002/0007362). The Examiner rejects claims 110 and 113 citing the registration process described by Collins at page 4, paragraph 0046, which states in part:

*Fig. 2 is a flow chart showing the steps taken by parties in communication with a central processor to begin a negotiation. Step 300 begins the negotiation initialization. This stage might also be called the registration stage, as it includes identification of relevant parties and determination of eligibility to participate. Following the registration stage, the method proceeds to Step 400 which involves issue definition and clarification. At this stage, the parties define the situation in terms of one or more issues. The issues are defined by the server process which first presents a template containing general issues from a database to the parties. Based on the issues selected by the parties the server process selects narrower issues from the database refining the original issues to more specific issues. The issues are also clarified by the parties to ensure that there is agreement regarding which issues must be resolved in order to reach an agreement ...*<sup>19</sup>

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<sup>19</sup> Collins at [0046] (emphasis added).

Contrary to the Examiner's assertion, Sloo in view of Collins fails to teach or suggest automatically initiating enrollment of sellers or buyers within the dispute resolution system in response to the electronic requests from the marketplace. In fact, the cited portion of Collins merely describes a stand-alone registration process in which the parties interact directly with the Collins agreement system to provide data that defines the "situation" in dispute. This section is completely irrelevant to the elements of Appellants' claims 110 and 113.

For at least the reasons set forth above, and in view of the evidence of secondary considerations, Appellants respectfully request reversal of the rejections of claims 100 and 113 under 35 U.S.C. § 103.

#### **Conclusion of Arguments**

In view of Appellants' arguments, claims 1-17, 20-22, 25-31, 64-73, 93-100 and 108-117 are in condition for allowance. Rejection is improper and should be reversed.

Respectfully submitted,

Date:

By:

July 5, 2005

Kent J. Sieffert

Shumaker & Sieffert, P.A.  
8425 Seasons Parkway, Suite 105  
St. Paul, Minnesota 55125  
Telephone: (651) 735-1100 ext. 11  
Facsimile: (651) 735-1102

Name: Kent J. Sieffert  
Reg. No.: 41,312

## **APPENDIX: CLAIMS ON APPEAL**

Claim 1 (Previously Presented): A method for resolving an electronic commerce dispute involving one or more parties, comprising:

electronically providing access to an online dispute resolution system to allow at least one of the parties to initiate a filing of the dispute from an online marketplace;

electronically receiving with the online dispute resolution system transaction data from the marketplace, wherein the transaction data describes transactions within the marketplace;

receiving from at least one of the parties information related to the dispute;  
and

executing software with the online dispute resolution system to apply an online dispute resolution process that utilizes at least a portion of the transaction data from the market place and the information to assist the parties in resolving the dispute.

Claim 2 (Previously Presented): The method of claim 1, further comprising automatically selecting one of two modes of resolving the dispute, the first mode requiring the online dispute resolution process being driven by an electronic agent to assist the parties in resolving the dispute and the second mode involving a human dispute resolution specialist.

Claim 3 (Previously Presented): The method of claim 109, wherein the case-based reasoning system contains a history file.

Claim 4 (Previously Presented): The method of claim 3, wherein the history file contains patterns and precedents, further comprising applying the patterns and precedents to generate an outcome prediction.

Claim 5 (Previously Presented): The method of claim 4, further comprising presenting the outcome prediction to the parties to assist the parties in selecting the mode of resolving the dispute.

Claim 6 (Previously Presented): The method of claim 4, wherein the outcome prediction includes one or more likely outcomes and associated probabilities of occurrence.

Claim 7 (Previously Presented): The method of claim 1, further comprising receiving settlement position from the parties.

Claim 8 (Original): The method of claim 7, further comprising automatically settling the dispute if the settlement positions satisfy a predetermined criteria.

Claim 9 (Original): The method of claim 8, wherein the predetermined criteria relates to a monetary settlement position.

Claim 10 (Original): The method of claim 8, wherein the predetermined criteria relates to a non-monetary settlement position.

Claim 11 (Previously Presented): The method of claim 2, wherein the dispute resolution specialist resolves the dispute by transitioning from a mediation stage to an arbitration stage.

Claim 12 (Previously Presented): The method of claim 2, wherein the dispute resolution specialist generates a final recommended resolution.

Claim 13 (Original): The method of claim 12, wherein the final recommended resolution is accepted by the one or more parties.

Claim 14 (Previously Presented): The method of claim 12, further comprising creating a contract between the one or more parties stating the willingness to abide by the recommended resolution.

Claim 15 (Previously Presented): The method of claim 2, further comprising communicating among the parties using a plurality of communication modes.

Claim 16 (Previously Presented): The method of claim 15, wherein the communication modes include a public messaging mode in which communication is automatically shared between all of the parties and the dispute resolution specialist, and a private messaging mode in which communication for a given one of the parties is automatically shared only between that one of the parties and the dispute resolution specialist.

Claim 17 (Original): The method of claim 15, wherein the communication mode is selected by the dispute resolution specialist.

Claims 18-19 (Cancelled).

Claim 20 (Previously Presented): The method of claim 1, further comprising providing visual cues when applying the dispute resolution process to automatically highlight agreements between the parties.

Claim 21 (Original): The method of claim 20, further comprising visually highlighting areas of agreement and disagreement.

Claim 22 (Previously Presented): The method of claim 1, further comprising storing status data on participation of the parties in the dispute resolution process.

Claims 23-24 (Cancelled).

Claim 25 (Previously Presented): The method of claim 22, wherein the data relates to compliance of a participant to a result of the resolution of the dispute.

Claim 26 (Previously Presented): The method of claim 22, further comprising:  
communicating the status data from the dispute resolution system to the marketplace; and  
highlighting an offender based on the status information.

Claim 27 (Previously Presented): The method of claim 2, further comprising providing a market-based system for assigning the dispute resolution specialist to a particular dispute.

Claim 28 (Previously Presented): The method of claim 1, wherein the dispute resolution is provided as an insurance covering the transactions.

Claim 29 (Previously Presented): The method of claim 28, further comprising requiring a seller associated with the marketplace to be a registered subscriber to the online dispute resolution system before the transactions are insured.

Claim 30 (Previously Presented): The method of claim 1, further comprising:  
communicating membership data from the online dispute resolution system to the marketplace; and  
automatically showing a visual indicia within the marketplace to indicate the availability of the dispute resolution system and the membership of buyers or sellers in the dispute resolution process.

Claim 31 (Previously Presented): The method of claim 30, wherein the visual indicia is a medallion that is a visible symbol of trust to increase the confidence of the buyers or the sellers in executing transactions within the marketplace.

Claims 32-63 (Cancelled).

Claim 64 (Previously Presented): The system of claim 112, wherein the online dispute resolution system further comprises:

a database to store facts and outcomes of previously resolved disputes; and  
a server that receives case information related to the dispute and compares the case information to the facts of previously resolved disputes stored by the database to produce a result for use in selection of a mode of resolving the dispute, and presents a result of the comparison to the parties via the network.

Claim 65 (Previously Presented): The system of claim 64, wherein the server searches the database to identify previously resolved disputes with facts that are similar to the case information.

Claim 66 (Previously Presented): The system of claim 65, wherein the server presents the result of the comparison by presenting the outcomes of identified previously resolved disputes.

Claim 67 (Previously Presented): The system of claim 66, wherein the server summarizes the outcome of identified previously resolved disputes.

Claim 68 (Previously Presented): The system of claim 65, wherein the server presents the result of the comparison by generating an outcome prediction as a function of the facts and outcomes of the identified disputes, and presenting the outcome prediction to the parties.

Claim 69 (Previously Presented): The system of claim 68, wherein the outcome prediction includes at least one likely outcome.

Claim 70 (Previously Presented): The system of claim 69, wherein the outcome prediction includes associated probabilities of occurrence of the at least one likely outcome.

Claim 71 (Previously Presented): The system of claim 69, wherein the server presents the at least one likely outcome to the parties as a potential resolution of the dispute.

Claim 72 (Previously Presented): The method of claim 15, further comprising:  
determining a current mode of resolving the dispute; and  
automatically selecting a communication mode based on the determination.

Claim 73 (Previously Presented): The method of claim 22, further comprising providing the data to the parties to assist the resolution of the dispute.

Claim 74 (Cancelled)

Claim 75 (Withdrawn): A system comprising:

- a computer network; and
- a server coupled to the computer network that receives case information that describes an electronic commerce dispute from one or more parties to the dispute via the network, and compares the case information to facts of previously resolved disputes to automatically select a resolution mode comprising one of (i) a direct negotiation mode that allows the parties to directly negotiate a resolution to the dispute via the computer network, (ii) a conciliation mode that allows the parties to negotiate the resolution to the dispute through a mediator, and (iii) mediation mode that allows a mediator to propose a resolution to the dispute.

Claim 76 (Withdrawn): The system of claim 75, wherein the server provides a pre-programmed recommended resolution to at least one of the parties based on the comparison.

Claim 77 (Withdrawn): A method for encouraging parties to an electronic commerce dispute to resolve the dispute through direct negotiation via a computer network comprising:

- maintaining a database that stores facts and outcomes of previously resolved electronic commerce disputes;
- receiving case information that describes the electronic commerce dispute from one or more of the parties to the dispute via the network;
- searching the database to identify previously resolved disputes with facts that are similar to the case information;
- identifying at least one likely outcome of the dispute based on the outcomes of the identified previously resolved disputes; and
- presenting the identified likely outcomes to the parties as a potential resolution to the dispute to assist the parties in negotiating a resolution to the dispute.



Claim 78 (Withdrawn): A method for integrating an online dispute resolution system with an electronic marketplace to allow users of the electronic marketplace to resolve disputes and provide users of the electronic assurance that disputes will be resolved comprising:

- providing an electronic marketplace as a website that is accessed by users via a computer network and enables the users to buy and sell items;

- indicating within the electronic marketplace website the availability of a dispute resolution system that is coupled to the computer network to resolve disputes between the users of the electronic marketplace;

- embedding uniform resource locators associated with the dispute resolution system within a hypertext markup language application for the website to enable users of the electronic marketplace to access the dispute resolution system from the electronic marketplace; and

- displaying media objects within the website that are associated with users of the electronic marketplace,

- wherein the appearance of the media objects is related to data maintained by the online dispute resolution system that is related to use of the dispute resolution system by the users.

Claim 79 (Withdrawn): A method comprising:

- providing an electronic marketplace that is accessed by users via a computer network and enables the users to buy and sell items; and

- indicating the availability of a dispute resolution system to resolve disputes between the users of the electronic marketplace by displaying to the users one or more medallion associated with the dispute resolution system within the electronic marketplace.

Claim 80 (Withdrawn): The method of claim 79, further comprising displaying the media objects to indicate which of the users are members in the dispute resolution system.

Claim 81 (Withdrawn): The method of claim 80, further comprising controlling the appearance of the media objects based on data maintained by the dispute resolution system that describes the use of the dispute resolution system by the users.

Claim 82 (Withdrawn): The method of claim 81, further comprising controlling the appearance of the media objects based on participation of the users within the dispute resolution processes and compliance with results of the dispute resolution process.

Claim 83 (Withdrawn): A method for indicating to users of an electronic marketplace whether other users of the electronic marketplace participate in an online dispute resolution system comprising:

- providing an electronic marketplace via a website that is accessed by users via a computer network and enables the users to buy and sell items;

- displaying media objects received from the dispute resolution system and associated with users of the electronic marketplace that participate in the dispute resolution system within the website,

- wherein the appearance of the media objects is related to data maintained by a server associated with the dispute resolution system relating to participation of the users of the electronic marketplace in the dispute resolution system.

Claim 84 (Withdrawn): The method of claim 83, wherein displaying media objects comprises displaying medallions within web pages associated with users of the electronic marketplace that participate in the dispute resolution system.

Claim 85 (Withdrawn): An online dispute resolution system comprising a computing system that performs a computer-assisted multi-mode dispute resolution process for resolving a dispute between two parties, wherein the computing system:

- performs an analysis of the dispute and present pre-programmed recommended resolutions based on the analysis in a first mode;

- performs a match of needs of the two parties as defined by the dispute to resolve the dispute in a second mode;

- provides a medium for the parties to independently resolve the dispute in a third mode; and

- assigning a dispute resolution specialist to resolve the dispute in a fourth mode upon failure to reach a resolution in at least one of the other modes.

Claim 86 (Withdrawn): The method of claim 85, wherein the dispute resolution specialist utilizes a message exchange of the computing system to interact with the parties to reach a recommended resolution.

Claim 87 (Withdrawn): The method of claim 85, wherein the computing system assigns the dispute resolution specialists

Claim 88 (Withdrawn): An online dispute resolution system comprising:

- a software program to automatically assemble case information that describes an electronic commerce dispute between parties from records provided by the parties,

- wherein the software module presents sample resolutions to the parties to aid the parties in resolving the case, and disaggregates elements of the dispute and presents the case information in a form that identifies areas of agreement between the parties.

Claim 89 (Withdrawn): The system of claim 88, further comprising a case base reasoning system that processes the case information that identifies similar past cases, and presents one or more settlement proposals and likely outcomes for the parties to assist the parties in resolving the dispute.

Claim 90 (Withdrawn): The online dispute resolution system of claim 88, further comprising a software program to prompt settlement between the parties.

Claim 91 (Withdrawn): A method comprising:

- training a dispute resolution specialist by requiring the dispute resolution specialist to experience transactions within online marketplaces including at least an auction site;

- presenting simulated online dispute resolution cases to the dispute resolution specialists to assess the skills of the dispute resolution specialists; and

- assigning online disputes to the dispute resolution specialists only upon completion of the training and successful resolution of the simulated online dispute resolution cases.

Claim 92 (Withdrawn): An online dispute resolution system comprising:

- a first software program operating on a computing system to assemble case information that describes an electronic commerce dispute between parties from records provided by the parties; and

- a second software program operating on the computing system to assist a dispute resolution specialist in identifying similar cases from a historical database of past cases.

Claim 93 (Previously Presented): The system of claim 64, wherein the server compares the case information to facts of previously resolved disputes to automatically select a resolution mode comprising one of (i) a direct negotiation mode that allows the parties to directly negotiate a resolution to the dispute via the computer network, (ii) a conciliation mode that allows the parties to negotiate the resolution to the dispute through a mediator, and (iii) mediation mode that allows a mediator to propose a resolution to the dispute.

Claim 94 (Previously Presented): The system of claim 93, wherein the server provides a pre-programmed recommended resolution to at least one of the parties based on the comparison.

Claim 95 (Previously Presented): The system of claim 64, wherein the server:

- performs an analysis of the dispute and present pre-programmed recommended resolutions based on the analysis in a first mode;
- performs a match of needs of the two parties as defined by the dispute to resolve the dispute in a second mode;
- provides a medium for the parties to independently resolve the dispute in a third mode; and
- assigns a dispute resolution specialist to resolve the dispute in a fourth mode upon failure to reach a resolution in at least one of the other modes.

Claim 96 (Previously Presented): The system of claim 95, wherein the server provides a message exchange by which the dispute resolution specialist interacts with the parties to reach a recommended resolution.

Claim 97 (Previously Presented): The system of claim 95, wherein the server automatically assigns the dispute resolution specialists.

Claim 98 (Previously Presented): The system of claim 64, further comprising a software program executing on the server to automatically assemble the case information from records provided by the parties, wherein the software module presents sample resolutions to the parties to aid the parties in resolving the case, and presents the case information in a form that identifies areas of agreement between the parties.

Claim 99 (Previously Presented): The system of claim 64, further comprising:

- a first software program operating the server to assemble the case information from records provided by the parties; and

- a second software program operating on the server to assist a dispute resolution specialist in identifying similar cases from a historical database of past cases.

Claim 100 (Previously Presented): The method of claim 1, further comprising maintaining a database that stores facts and outcomes of previously resolved electronic commerce disputes, and wherein executing software apply a case-based reasoning system comprises:

- searching the database to identify previously resolved disputes with facts that are similar to the case information;

- identifying at least one likely outcome of the dispute based on the outcomes of the identified previously resolved disputes; and

- presenting the identified likely outcomes to the parties as a potential resolution to the dispute to assist the parties in negotiating a resolution to the dispute.

Claim 101 (Withdrawn): The method of claim 1, further comprising:

- providing an electronic marketplace as a website that is accessed by users via a computer network and enables the users to buy and sell items;

- indicating within the electronic marketplace website the availability of a dispute resolution system that is coupled to the computer network to resolve disputes between the users of the electronic marketplace;

- embedding uniform resource locators associated with the dispute resolution system within a hypertext markup language application for the website to enable users of the electronic marketplace to access the dispute resolution system from the electronic marketplace; and

- displaying media objects within the website that are associated with users of the electronic marketplace,

- wherein the appearance of the media objects is related to data maintained by the online dispute resolution system that is related to use of the dispute resolution system by the users.

Claim 102 (Withdrawn): The method of claim 1, further comprising:

providing an electronic marketplace that is accessed by users via a computer network and enables the users to buy and sell items; and

indicating the availability of a dispute resolution system to resolve disputes between the users of the electronic marketplace by displaying to the users one or more medallion associated with the dispute resolution system within the electronic marketplace.

Claim 103 (Withdrawn): The method of claim 102, further comprising displaying the media objects to indicate which of the users are members in the dispute resolution system.

Claim 104 (Withdrawn): The method of claim 102, further comprising controlling the appearance of the media objects based on data maintained by the dispute resolution system that describes the use of the dispute resolution system by the users.

Claim 105 (Withdrawn): The method of claim 102, further comprising controlling the appearance of the media objects based on participation of the users within the dispute resolution processes and compliance with results of the dispute resolution process.

Claim 106 (Withdrawn): The method of claim 1, further comprising:

providing an electronic marketplace via a website that is accessed by users via a computer network and enables the users to buy and sell items;

displaying media objects received from the dispute resolution system and associated with users of the electronic marketplace that participate in the dispute resolution system within the website,

wherein the appearance of the media objects is related to data maintained by a server associated with the dispute resolution system relating to participation of the users of the electronic marketplace in the dispute resolution system.

Claim 107 (Withdrawn): The method of claim 101, wherein displaying media objects comprises displaying medallions within web pages associated with users of the electronic marketplace that participate in the dispute resolution system.

Claim 108 (Previously Presented): The method of claim 1, further comprising:  
training a dispute resolution specialist by requiring the dispute resolution specialist to experience transactions within online marketplaces including at least an auction site;

outputting simulated online dispute resolution cases to the dispute resolution specialists via the computer network to assess the skills of the dispute resolution specialists; and

assigning online disputes to the dispute resolution specialists only upon completion of the training and successful resolution of the simulated online dispute resolution cases.

Claim 109 (Previously Presented): The method of claim 1, further comprising applying a case-based reasoning system to the information to produce a result for use in selection of a mode of resolving the dispute in accordance with an online dispute resolution process.

Claim 110 (Previously Presented): The method of claim 1, further comprising:  
electronically receiving with the online dispute resolution system enrollment requests from the marketplace; and

automatically initiating enrollment of sellers or buyers within the dispute resolution system in response to the electronic requests from the marketplace.

Claim 111 (Previously Presented): The method of claim 1, wherein the online dispute resolution system and the marketplace have separate databases, the method further comprising:

automatically electronically communicating the transaction data between the database of the online dispute resolution system and the database of the electronic marketplace.



Claim 112 (Previously Presented): A system comprising:

an online dispute resolution system that electronically receives transaction data from a marketplace that provides a web-based community having buyers and sellers of goods and services, the transaction data describing transactions within the electronic marketplace,

wherein the dispute resolution system executes software that utilizes the transaction data and applies a dispute resolution process to assist the buyers or sellers in resolving disputes relating to the transactions, and

wherein the online dispute resolution system electronically provides status data to the marketplace based on participation of the buyers or sellers within the online dispute resolution process.

Claim 113 (Previously Presented): The system of claim 112, wherein the online dispute resolution system electronically receives enrollment requests from the marketplace, and initiates enrollment of sellers or buyers within the dispute resolution system in response to the enrollment requests.

Claim 114 (Previously Presented): The system of claim 112, wherein the online dispute resolution system comprises a membership database that maintains the status data for the sellers and buyers of the marketplace that are members of the online dispute resolution system.

Claim 115 (Previously Presented): The system of claim 112,

wherein the online dispute resolution system and the marketplace have separate databases, and

wherein the online dispute resolution system comprises a data manager software application to automatically communicate data between the database of the online dispute resolution system and the database of the electronic marketplace.

Claim 116 (Previously Presented): The system of claim 114, wherein the dispute resolution system and the marketplace are implemented at least in part as software executing on a computer system having data storage devices.

Claims 117 (Previously Presented): The system of claim 116, wherein the dispute resolution system and the marketplace communicate via the computer system.